

**ADVANCED MIXED WASTE TREATMENT PROJECT
STATEMENT OF WORK**

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SECTION C
STATEMENT OF WORK
FOR THE
ADVANCED MIXED WASTE TREATMENT PROJECT (AMWTP)

C.1 CONTRACT PURPOSE AND END STATE VISION

The purpose of this contract is to process and dispose of the Transuranic (TRU) waste and Mixed Low-Level Waste (MLLW) at the Idaho National Laboratory (INL) Site's Transuranic Storage Area (TSA) while maintaining an operational facility through September 30, 2015. The volume of waste that remains to be processed under this contract is what remains of the original 65,000m³ of "stored" waste (defined in Section B.4(c)). This is primarily to ensure compliance with the 1995 Idaho Settlement Agreement and the INL Site Treatment Plan regarding treating the waste and removing it from the state of Idaho. Therefore, the contract end state vision is that all stored waste and offsite waste received will have been processed and shipped out of the state of Idaho for proper disposal as required under the 1995 Idaho Settlement Agreement and as facilities are no longer needed they are placed in a stable standby condition in accordance with Section C.10. The Advanced Mixed Waste Treatment Project (AMWTP) Contractor is referred to as "the Contractor" or the "AMWTP Contractor." The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work to assure its safe and compliant completion. Although the AMWTP facility was constructed for AMWTP waste, the Department of Energy (DOE) is utilizing the AMWTP facility for processing other waste. Therefore, the Contractor may also be required to perform additional work within the scope of this contract as described in Section C.11, and as directed by the Contracting Officer.

Apart from the AMWTP, there are two major contractors at the INL site. The Idaho Cleanup Project (ICP) contractor is responsible for the majority of Environmental Management (EM)-funded cleanup work at the INL site, including demolition and closure of out-of-service facilities. The INL contractor is responsible for managing the efforts of the national laboratory, including landlord functions. Successful completion of this AMWTP contract statement of work will require close coordination with these two contractors.

C.2 CONTRACTOR PERFORMANCE

The Contractor shall furnish all personnel (trained and qualified), facilities, equipment, material, services and supplies except as set forth in this contract to be furnished by DOE (Exhibit C.2 and Section J, Attachment H), and otherwise do all things necessary to accomplish work in a safe and efficient manner.

The Contractor shall be responsible for providing oversight and project management functions to enable the safe and compliant completion of this Statement of Work (SOW). The Contractor shall be responsible for planning and executing the programs, projects, operations and other activities as described in this SOW. Additionally, the Contractor shall develop, implement, and maintain a resource-loaded integrated baseline as described in Section H.1, Project Control Systems and Reporting Requirements.

The completion of the project will require the Contractor to successfully identify, analyze, resolve, mitigate, eliminate, or avoid many types of risk. Risks to the worker, the public, and the environment are managed through the Integrated Safety Management System (ISMS), the Environmental Safety and Health Program (ES&H), and the Worker Safety and Health Plan required by 10 CFR Part 851. Risk to the project schedule and cost is classified as programmatic or project risk and shall be managed through the Programmatic Risk Management process specified in DOE Order 413.3A. The Contractor shall address programmatic risks and uncertainties in accordance with Section H.2, Programmatic Risks and Uncertainties.

C.3 DESCRIPTION OF WASTE

The Contractor shall process, including retrieval, characterization, treatment (as necessary), packaging, transportation, and disposal, the estimated total of 26,500 cubic meters (m³) of AMWTP stored waste and 100m³ of TRU waste from other DOE sites and INL tenants for a total of 26,600m³, described throughout Section C.3. Regardless of the actual amount, the end objective remains to disposition all of the waste at an appropriate disposal facility. The wastes include DOE laboratory and processing wastes from Rocky Flats and various DOE facilities. These wastes, with the exception of TRU waste from other DOE sites and INL tenants, are stored in drums, boxes, and bins at the INL Site's TSA. Exhibit C.1 is a diagram of the AMWTP facilities at the INL Site's Radioactive Waste Management Complex (RWMC). Exhibit C.2 briefly describes each building and structure. The wastes may consist of, but may not be limited to, mixtures of various solid materials, including paper, cloth, plastic, rubber, glass, graphite, bricks, concrete, metals, nitrate salts, process sludge, miscellaneous components, and some absorbed liquids.

The majority of the AMWTP waste contains both Resource Conservation and Recovery Act (RCRA) constituents and radioactive constituents, and is therefore mixed TRU and MLLW. Some waste may also contain Toxic Substances Control Act (TSCA) regulated materials such as polychlorinated biphenyls (PCBs) and asbestos.

The Contractor shall process and package the remaining waste into an acceptable waste form for disposal, either at the Waste Isolation Pilot Project (WIPP) or an offsite MLLW treatment/disposal facility. The historical representation of the waste is not a declaration of a particular category of waste (i.e., TRU or MLLW) for disposal purposes. Declaration of a container's waste category (i.e., TRU or MLLW) is based on certification for transportation of the final disposal container.

C.3.1 REMOTE-HANDLED WASTE

A portion of the 26,500m³ of AMWTP stored waste may contain sufficient radioactivity to be classified as remote-handled waste (i.e., greater than 200 millirem per hour (mR/hr) on contact). These waste types include, but may not be limited to:

- Remote-Handled (RH) TRU waste;
- “Suspect” RH-TRU (waste currently managed as contact-handled (CH) TRU, but containing lead shielding inside its storage container to limit the surface dose rate to less than 200 mR/hr); and
- RH waste historically managed as RH-TRU waste.

For TRU waste that cannot be classified as CH waste, the Contractor shall transfer RH-TRU waste to the ICP contractor

The Contractor shall reach an agreement with the ICP contractor concerning the characterization, and the method, timing, and cost for transferring/processing (this includes transporting the waste to or from ICP) RH-TRU waste. If the ICP contractor determines that some of the waste received from the AMWTP can be reclassified as CH-TRU, it will be returned to the AMWTP Contractor, and the AMWTP Contractor shall complete the required actions for shipment and disposal. Waste container transfers shall be documented and tracked by individual container identification numbers.

C.3.1.1 REMOTE-HANDLED TRU WASTE

The estimated volume of RH-TRU waste remaining at the AMWTP facility is 45m³. This waste is stored in 13 bins, each with a volume of 3.45m³.

C.3.1.2 “SUSPECT” REMOTE-HANDLED TRU WASTE

This waste contains RCRA constituents and is considered “suspect” because lead shielding inside the containers has prevented a reliable determination as to whether the waste is actually RH waste.

C.3.1.3 REMOTE-HANDLED WASTE HISTORICALLY MANAGED AS REMOTE-HANDLED TRU WASTE

The estimated volume of RH waste historically managed as RH- TRU waste remaining at the AMWTP facility is 22.5m³. This waste is stored in 55-gallon and 110-gallon drums. This waste contains uranium 233 (U-233). The other radionuclides in the waste (contaminants) are primarily U-232 and decay products.

C.3.2 SPECIAL REQUIREMENTS WASTES

A portion of the waste has special requirements. The Contractor shall process these wastes expected to be encountered during the contract period, including disposal at an appropriate disposal facility as identified by the Contractor. These wastes include, but may not be limited to:

- non-defense TRU waste
- high fissile gram equivalent (FGE) TRU waste
- oversized boxes and items
- overweight drums and boxes

C.3.2.1 NON-DEFENSE CH TRU WASTE

This waste currently has no path for disposal at the WIPP, because WIPP can only accept defense-generated TRU waste. Its volume is estimated at 43m³.

C.3.2.2 HIGH FGE WASTE

This waste contains more than 800 FGE in a single container and cannot be brought into the treatment facility for processing under facility criticality working requirements. .

C.3.2.3 OVERSIZED BOXES AND ITEMS

This waste is contained in boxes with dimensions greater than the 5 ft x 6.5 ft x 8 ft box size. The treatment facility cannot currently process oversize boxes and items. The Contractor shall be prepared to manage and disposition this waste when encountered. Facility improvements must be made in a priority fashion early in the contract period to establish the ability to manage this waste when it is encountered.

C.3.2.4 OVERWEIGHT DRUMS OR BOXES

This waste includes drums with a gross weight in excess of 1,000 lbs and boxes with a gross weight in excess of 10,000 lbs, which is greater than what the treatment facility can currently accept. The Contractor shall be prepared to manage and disposition this waste. Facility improvements must be made in a priority fashion early in the contract period to establish the ability to manage this waste.

C.3.3 PROCESS-GENERATED AND OTHER WASTES

In addition to the waste identified in the sections above, the Contractor shall treat, as necessary, and dispose of process-generated waste and other wastes encountered during AMWTP operations in accordance with time-frames specified in the Site Treatment Plan or any other relevant regulations or regulatory requirements. Process-generated waste is newly generated as a result of waste processing, maintenance operations, or equipment change out. Examples of process-generated wastes include, but are not limited to, shredder boxes, empty cargo containers, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts. Other wastes encountered during AMWTP operations include, but are not limited to, contaminated soil, contaminated plywood, and plastic.

C.3.4 TRU WASTE FROM OTHER DOE SITES AND INL TENANTS

The Contractor shall process up to 100m³ of TRU waste from other DOE sites and INL Tenants (excluding the Accelerated Retrieval Project (ARP)/buried Subsurface Disposal Area (SDA) waste) within the estimated 26,600m³ of waste. The Contractor shall treat this waste in accordance with the Site Treatment Plan within six (6) months of receipt and ensure it is disposed offsite within six (6) months of treatment. TRU waste from other DOE sites will be shipped in either TRUPACT-II, HALFPACT, or other NRC-certified packaging as applicable (e.g., TRUPACT-III container, when certified). The Contractor shall separately account for all treated and disposed waste volumes such that DOE can provide objective evidence of compliance with provisions of the 1995 Idaho Settlement Agreement and the Site Treatment Plan. The Contractor shall reduce the volume of this material whenever possible through supercompaction prior to shipment for disposal offsite. The Contractor shall manage this additional work such that, in the exclusive opinion of DOE-Idaho Operations Office (ID), no INL Site regulatory milestones will be missed. In doing so, the Contractor shall exceed the regulatory schedules set forth in the Site Treatment Plan and the 1995 Idaho Settlement Agreement by a minimum of 1,000m³.

C.4 WASTE PROCESSING ACTIVITIES

The Contractor shall process waste by retrieving it from the Radioactive Waste Management Complex (RWMC) Transuranic Storage Area-Retrieval Enclosure (TSA-RE) and storage modules; transporting the waste between various AMWTP facilities; performing characterization of the waste necessary for storage and/or treatment; storing the waste at the various stages of processing; performing treatment (as necessary); certifying the final waste form; preparing the waste for shipment; loading TRUPACT-II containers or other approved containers depending on ultimate waste type; loading containers on approved transport carriers; coordinating the shipment of waste to WIPP or other appropriate disposal facility; and, as necessary, supporting audits/surveillances performed by the Carlsbad Field Office (CBFO) or

other disposal facilities. Transportation of TRU waste to WIPP is the responsibility of CBFO. The Contractor shall treat TRU waste, as necessary, to meet the requirements of the most current version of the WIPP WAC, and other most current versions of WIPP-related documents (see <http://www.wipp.energy.gov>).

Transportation of MLLW to treatment and disposal facilities is the responsibility of the Contractor. The Contractor shall comply with the applicable waste acceptance criteria for MLLW dispositioned via offsite treatment and disposal facilities.

The Contractor shall maintain controls to confirm traceability of waste packages transferred either onsite or offsite. The Contractor shall implement a waste minimization and pollution prevention program consistent with applicable Executive Orders and DOE Directives. The Contractor shall use all means practicable to minimize or eliminate any newly generated wastes. These wastes, including process-generated wastes, shall not be generated unless it is necessary for the performance of the SOW.

The Contractor shall establish an agreement with the INL contractor, and shall reimburse the INL contractor, for the cost of operating the “back-up” WIPP Waste Data System (WDS) server (hardware, software, and connections).

Specific activities supporting waste processing are included in the following sections.

C.4.1 RETRIEVAL

The Contractor shall retrieve stored waste (boxes, bins, and drums) from the earthen covered berms located within the TSA-RE, and the RCRA storage modules. A portion of these containers are breached, damaged, degraded, or of questionable structural integrity. The Contractor shall take appropriate measures to manage these containers safely and effectively to minimize the spread of radioactive contamination and hazardous materials, and exposure to workers. Efforts are underway to construct a contamination control structure to minimize airborne contamination and contamination spread during retrieval. If construction has not been completed, the contractor shall complete construction. The contractor shall conduct and complete start-up activities within 30 days of contract takeover or completion of construction. The Contractor shall disposition the soil cover removed from the bermed waste in accordance with the *Idaho National Engineering and Environmental Laboratory Advanced Mixed Waste Treatment Project Soil Sampling and Disposition Plan for the Transuranic Storage Area - Retrieval Enclosure*, BNFL-5232-SSDP-01, Rev. 0, or as amended.

C.4.2 CHARACTERIZATION

The Contractor shall perform characterization as needed for storage, treatment, transportation, and disposal of the waste identified in Section C.3. Characterization may include, but is not limited to, radiological examination, radiographical examination, head-space gas analysis, structural integrity, or any other methodology acceptable to DOE. The Contractor shall ensure that the waste meets all requirements for acceptance at the appropriate treatment and/or disposal facility, including any applicable certification requirements.

The Central Characterization Project (CCP) is located at the INL Site and supplements the AMWTP characterization activities. CCP operates under a separate contract with CBFO. In addition to managing AMWTP characterization and certification activities, facilities, and equipment, the Contractor shall also reach an agreement with CCP at contract takeover and shall maintain management responsibilities for CCP characterization and certification activities (including equipment and labor associated with operation and maintenance) throughout the duration of the contract. The Contractor shall support CCP activities at a throughput rate of up to 200 drums per week that includes a mixture of newly generated TRU waste exhumed from the Subsurface Disposal Area (SDA) (hereafter referred to as "ICP waste") and AMWTP legacy TRU waste. The ICP contractor is expected to deliver ICP waste in an amount of up to 160 drums per week for CCP characterization/certification. The remaining drums, expected to be at least 40 drums per week, shall be supplied by the Contractor to CCP for characterization and certification. The Contractor shall facilitate and establish a new agreement(s), as appropriate, with both CCP and the ICP contractor regarding the cost, scope (including the number of drums supplied to CCP by each contractor), and schedule for processing waste exhumed from the SDA, through the end of the contract period of September 30, 2015.

C.4.3 TREATMENT

The Contractor shall treat (as necessary) CH TRU and MLLW for disposal. The Contractor shall certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility. Treated waste greater than or equal to 100 nCi/g must meet the requirements of the most current version of the WIPP WAC and other WIPP program documents. Treated waste less than 100 nCi/g must meet the requirements of the disposal facility's waste acceptance criteria.

The Contractor shall maintain management controls for verification of volume input and output to the AMWTP facility and shall track material flows sufficiently to provide the supporting information necessary to establish that performance meets all contract requirements.

C.4.4 STORAGE

The Contractor shall store, in a safe and compliant manner, wastes for which the Contractor is responsible within AMWTP facilities until the wastes are disposed or transferred to the appropriate responsible party.

C.4.5 PACKAGING AND TRANSPORTATION

The Contractor shall transport waste containers within the RWMC as necessary. The Contractor shall assemble payloads that are certified for shipment to WIPP. These payload configurations can include a mixture of TRU waste and waste having TRU constituents provided the final disposal container is determined to be TRU waste. Contractor assembly and certification of payloads and shipments are under the oversight and authority of CCP. Transportation of TRU waste to WIPP is the responsibility of CBFO after the transport leaves the RWMC security gate and receives dispatch approval from the WIPP Central Monitoring Room. Packaging and transportation of non-TRU waste to treatment and/or disposal facilities is the responsibility of the Contractor. Packaging and transportation of RH-TRU waste to the ICP contractor for processing is the responsibility of the Contractor.

The Contractor shall assemble and package ICP CH-TRU waste and make it available for shipment within 60 days after the waste is certified for disposal in the WWIS. This ICP waste can be shipped either by itself or with AMWTP waste, as allowed by CBFO, but must be tracked separately. The Contractor shall also assemble payloads of ICP waste for which the Contractor shall reach an agreement with the ICP contractor for cost reimbursement. The Contractor shall load these payloads into shipping containers/transporters for transportation and disposal at the appropriate facility.

The Contractor shall package waste to meet applicable regulatory and treatment/disposal requirements. The Contractor shall package the TRU final waste form in containers that can be shipped in TRUPACT-II shipping containers (NRC Certificate of Compliance #USA/9218/B(U)F-85), and HalfPACT (NRC Certificate of Compliance #USA/9279/B(U)F-85), or other NRC-certified packaging as applicable (e.g., TRUPACT-III container, once certified). These specifications are identified in the most current version of the WIPP WAC. These TRU shipping containers will be provided by CBFO based on the approved WIPP Shipping Baseline schedule. The Contractor is responsible for providing shipping containers for non-TRU waste and ensuring all applicable shipments meet Department of Transportation (DOT) requirements.

Waste may be transported within the RWMC without further characterization or treatment to meet DOT requirements.

Packaging and transportation of candidate RH-TRU waste shall be in accordance with the requirements of the agreement described in Section C.3.1.

The Contractor shall assume responsibility for the certification authority granted to AMWTP by CBFO in order to characterize transuranic waste for disposal at the WIPP effective on the contract takeover date. The Contractor shall maintain this authority throughout the contract period.

The Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by CBFO. The Contractor shall assemble shipments that contain a mixture of payloads that can be disposed in an efficient arrangement in WIPP (i.e., a mixture of 7-packs of 55-gallon drums, 3-packs of 100-gallon product drums, ten drum overpacks, and standard waste boxes). The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources (EM-3 policy memorandum dated June 21, 2005, or current replacement). This policy requires shipping sites to ship the maximum number of loaded packages (i.e., three TRUPACT-IIs or two TRUPACT-IIs and one HalfPACT) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed shipping configurations require specific approval from CBFO. Exceptions may be requested from the CBFO and require approval before implementation.

The Contractor shall establish a WIPP Shipping Baseline schedule subject to CBFO approval with the week starting on Sunday and ending on Saturday. The schedule shall account for all of the holiday restrictions identified in the most current version of the Western Governor's Association's *WIPP Transportation Safety Program Implementation Guide*; the following native Indian tribal holidays [Treaty Days (July 3), Independence Day (July 4), Shoshone – Bannock Indian Festival (second weekend in August, Thursday through Sunday) and Indian Days (last Friday of September)]; and six weeks for annual WIPP maintenance shutdowns typically beginning the week of Thanksgiving and continuing through the end of December. CBFO will establish what constitutes the last shipment prior to a holiday or shutdown and when shipments can resume. For planning purposes, the Contractor shall assume approximately 15 shipments per week of AMWTP, ICP, and offsite waste unless the holidays and other shipping restrictions listed above reduce this weekly allotment. These 15 shipments per week include approximately four (4) shipments per week of ICP waste. If ICP cannot support all four (4) shipments, then the Contractor can use those shipments for AMWTP waste.

The Contractor shall implement the WIPP Shipping Baseline schedule approved by CBFO. The WIPP Shipping Baseline schedule is approved on an annual basis and is subject to changes based upon CBFO funding and DOE priorities. Shipment departure times are subject to CBFO approval in order to minimize transit times between the INL site and WIPP and to comply with CBFO

agreements with participating states en route (such as the number of shipments at a Port of Entry at any one time or when shipments can arrive at a Port of Entry).

The Contractor shall provide transportation coordination related to the scheduling, inspection, notification, tracking, and reporting of waste shipments.

C.4.6 DISPOSAL

Disposal of TRU waste destined for disposal at WIPP is the responsibility of DOE. Disposal of any waste not destined for disposal at WIPP is the responsibility of the Contractor. The Contractor shall comply with the applicable waste acceptance criteria for offsite treatment and disposal facilities.

Note that there is no onsite disposal facility for MLLW or contact handled low-level waste (CH-LLW). The Contractor shall assume responsibility for the shipping certification granted by the DOE Nevada Test Site Office in order to dispose of non-TRU waste at NTS effective on the contract takeover date. This certification must be maintained as long as the Contractor ships waste to NTS.

C.5 PROJECT SUPPORT

The Contractor shall develop and maintain a project management system, including submittal of a Project Execution Plan, in accordance with Section H.1, Project Control Systems and Reporting Requirements.

The Contractor shall submit monthly status reports on or before the 10th of each month. The monthly status reports shall include cost and schedule variance analysis at a suitable Work Breakdown Structure (WBS) level, and a discussion of critical technical or programmatic risk issues. The Contractor shall use the WBS and WBS Dictionary included as Exhibits C.3 and C.4 or another WBS approved by the Contracting Officer.

C.6 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) AND ENVIRONMENTAL SAFETY AND HEALTH PROGRAM (ES&H)

The Contractor shall establish and maintain a single ISMS as required by DEAR 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the site. The Contractor shall ensure that the

structure of requirements to achieve nuclear safety is based on sound principles such as defense in depth, redundancy of protective measures, robust technical competence in operations and management oversight, and compliance with DOE Directives embodying nuclear safety requirements.

The Contractor shall maintain an ES&H program to ensure the protection of workers (compliant with 10 CFR Part 851), the public, and the environment. The Contractor shall operate the ES&H program as an integral, but visible, part of how the Contractor conducts business. This includes prioritizing work planning and execution, establishing clear ES&H priorities, allocating resources to address programmatic and operational considerations, collecting and analyzing samples, correcting non-compliances and addressing hazards for AMWTP facilities, operations, and work.

The Contractor shall submit a compliant ISMS program description document and be prepared for Phase I verification within four months after contract takeover. The Contractor shall be prepared for Phase II verification within eight months after contract takeover.

The Contractor shall conduct activities in compliance with environmental protection requirements including, but not limited to, those listed on the List of Applicable DOE Directives (Section J, Attachment B). The Contractor shall take actions necessary to preclude accidents and injuries, keep worker exposures as low as reasonably achievable, and prevent environmental releases. The Contractor shall promptly respond to operational events and environmental releases.

The Contractor shall maintain authorization basis documents. The Contractor shall submit for approval authorization agreements for applicable nuclear facilities per DOE G 450.4-1B, Integrated Safety Management System Guide.

The Contractor shall, at contract award, adopt existing regulatory required implementation plans and processes, e.g., 10 CFR Part 835 Radiation Protection Plan (RPP), 10 CFR Part 830 Quality Assurance Implementation Plan, 10 CFR Part 851 Worker Protection Plans, and Unreviewed Safety Question Process. The Contractor may elect to update the adopted plans and resubmit them for DOE approval.

C.7 QUALITY

The Contractor shall maintain a compliant quality assurance program that meets all applicable requirements, including 10 CFR Part 830, DOE O 414.1C, the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document. The Contractor's quality assurance program shall also be compliant with the most current version of ANSI/ASME NQA-1, allowing for consistency with the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document.

The Contractor shall maintain conduct of operations and software quality assurance programs necessary to improve productivity, safety, predictability, and reliability.

C.8 ENVIRONMENTAL COMPLIANCE

The Contractor shall comply with all applicable environmental requirements, permits and compliance documents including, but not limited to: RCRA permits; air permits; the Site Treatment Plan under the Federal Facility Compliance Act; and the 1995 Idaho Settlement Agreement. The Contractor shall pursue RCRA closure as necessary to maintain compliance with permit and/or RCRA requirements. Permit compliance includes maintenance of all personnel, training, equipment, facilities, and procedures. The Contractor shall submit, within 60 days of contract takeover, an environmental communications protocol for DOE approval explaining interactions with regulatory agencies.

The Contractor shall submit to DOE and/or the regulator, as required, certified permit modification requests (AMWTP-specific RCRA permits, air permits, etc.) to assume ownership, i.e., change the “operator” name and identify a “responsible corporate officer” responsible for the permits upon contract takeover.

The ICP contractor is responsible for site-wide coordination for RCRA and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) regulatory programs. The INL contractor is responsible for site-wide coordination for regulatory programs other than RCRA and CERCLA. The AMWTP Contractor shall provide to the INL or ICP contractors, as applicable, the appropriate AMWTP-related information, data (certified if necessary), and support necessary to complete their site-wide functions including, but not limited to, the following areas:

- RCRA and Idaho Hazardous Waste Management Act;
- Site-wide level regulatory reports, consent order and agreement tracking and closure;
- Site-wide permit application, including permitting for the Site Treatment Plan under the Federal Facility Compliance Act;
- Site-wide air emission applications, permits and reporting per the Clean Air Act and the Idaho implementing regulations;
- Site-wide monitoring, surveillance and reporting for liquid effluents, drinking water, storm water and groundwater to demonstrate compliance with the Clean Water Act and other water quality requirements;
- Soils, air, and biota surveillances and monitoring to determine the impact of operations on the environment and natural resources;
- Site-wide compliance reports, data, and records, required by the Toxic Substances Control Act, Federal Insecticide, Fungicide and Rodenticide Act, Emergency Planning and Community Right to Know Act, and cultural resource management laws and regulations; and
- National Environmental Policy Act (NEPA) actions.

C.9 LABORATORY SAMPLING AND ANALYSIS

The Contractor shall operate the Analytical Chemistry Laboratory (ACL), including landlord functions, at no additional cost to the government. The Contractor shall secure and is responsible for the cost of all onsite and offsite laboratory analyses of samples necessary for and associated with completing this contract. The Contractor shall take back possession of and disposition any waste that remains after sample analysis has occurred.

The Contractor shall maintain the capability to perform TRU waste coring and sample preparation. The Contractor shall provide these services for the DOE complex, in accordance with CBFO-approved procedures. These services shall be on a full cost-recovery basis that the Contractor shall negotiate with the site that provided the waste and/or the Central Characterization Project (CCP), in accordance with the planning approved by DOE.

C.10 FACILITY OPERATION, MAINTENANCE, AND IMPROVEMENTS

The Contractor shall maintain and improve, as necessary, all AMWTP equipment, facilities (Exhibit C.2 and Section J, Attachment H), and utilities to maximize performance and ensure that they are operational throughout the contract period. This means that by the end of the contract period, or as equipment, facilities, and utilities are no longer needed to process waste, they are placed in a standby condition that would allow for complete resumption of operation in a stable state within a reasonably short period of time (i.e., able to process waste within one month). Even in a standby condition the Contractor shall perform and keep current all required maintenance, including preventive maintenance, and calibrations, etc. All systems required to keep the facility in a safe condition shall be maintained operational. The Contractor shall not employ a run-to-failure approach on any systems or equipment at the AMWTP during the term of the contract without Contracting Officer (CO) approval. The Contractor shall, to the extent possible, time any planned facility maintenance outages with planned WIPP maintenance outages and other planned shipping curtailments to avoid any complex-wide impacts to the TRU shipping program.

Within 90 days of the contract takeover date, the Contractor shall submit to DOE for approval a maintenance and improvements plan to ensure the AMWTP facilities are fully operational throughout the contract period.

C.11 PROCESSING TRU WASTE FROM OTHER INL TENANTS OR OTHER DOE SITES

At the written direction of the Contracting Officer, the Contractor may be required to perform safe and compliant waste processing and dispositioning services for TRU waste received from other INL tenants or other DOE sites. The estimated quantity of this waste is 5,164m³. This work is in addition to any waste identified in Section C.3. The Contractor shall treat this waste in accordance with the Site Treatment Plan within six (6)

months of receipt and ensure it is disposed offsite within six (6) months of treatment. The Contractor shall separately account for all treated and disposed waste volumes performed under this section such that DOE can provide objective evidence of compliance with provisions of the 1995 Idaho Settlement Agreement and the Site Treatment Plan. The Contractor shall reduce the volume of this material whenever possible prior to shipment for disposal offsite. The Contractor shall manage this additional work such that no INL Site regulatory milestones will be missed. In doing so, the Contractor shall exceed the regulatory schedules set forth in the Site Treatment Plan and the 1995 Idaho Settlement Agreement by a minimum of 1,000m³.

This waste is within the scope of work of this contract; however, the incremental cost to process this waste is not included in the Estimated Cost in Section B.3. The Contractor shall negotiate with the site providing the waste to recover the incremental cost of processing the waste. Such work shall be authorized by the Contracting Officer in accordance with the Changes clause in Section I.84. Additional funding, based on negotiations with the Contractor, will be provided, if such work is authorized.

C.12 DOE SUPPORT

The Contractor shall provide onsite office space for up to three (3) DOE personnel. The Contractor shall provide services to include, but not limited to, custodial services, daily mail, computer support (including access to the Contractor's local area network), telecommunications, printing, audiovisual support, and moving of furniture and equipment.

The Contractor shall support DOE in its interactions with stakeholder and oversight organizations by providing information and technical data, supporting tours, and other reasonable items. Examples of support to be provided by the Contractor include, but are not limited to, interactions with the State of Idaho, Environmental Protection Agency (EPA), Shoshone-Bannock Tribes, Citizens Advisory Board, Defense Nuclear Facilities Safety Board, Nuclear Regulatory Commission, and DOE Headquarters.

C.13 INTERFACES WITH SITE CONTRACTORS FOR SERVICES

The Contractor shall ensure that required life safety, occupational medicine, fire protection, operational and emergency response, and other customary or necessary institutional programs are provided throughout the life of the contract. The following mandatory services shall be obtained from the INL contractor:

- Fire Department
- Emergency Operations
- Wireless Design and Support
- Power Management

The Contractor shall have a formal interface agreement in place with the INL contractor prior to the contract takeover date describing in detail the services it will purchase, the

negotiated price, and how the services will be managed. The Contractor shall provide executed copies of these interface agreements to the Contracting Officer. A more detailed description of these services is in Section J, Attachment G.

C.14 RECORDS MANAGEMENT

The Contractor shall provide a records management program compliant with all Federal regulatory requirements, including records management requirements in 36 CFR 1220-1236. This includes, but is not limited to, maintenance, storage, protection and disposition of active and inactive records, retrieval from onsite storage facilities, and support for ongoing discovery efforts associated with litigation. The Contractor shall provide a complete records inventory list in a suitable format to the post-closure records custodian identified by the Contracting Officer. The Contractor shall incorporate records management and records management archival functions into the design, development, and implementation of information systems.

The Contractor shall maintain compliance with the CBFO-approved records management requirements for the TRU waste certification program.

Upon request by DOE, the Contractor shall verify employment histories and provide medical records, radiation dose records, and any other records related to or pertinent to the condition or case for any individual who applies for compensation under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), Public Law 106-398, 42 U.S.C. 7384, *et seq.* When directed by DOE, the contractor shall not contest a worker's compensation claim or award determined to be valid pursuant to Subtitle D of EEOICPA. The contractor shall track EEOICPA costs and provide a monthly activity report of funds spent on EEOICPA claims processing. The contractor shall provide records search and any resulting workers' compensation determinations. Only the administrative activity is included in the estimated cost.

C.15 SAFEGUARDS, SECURITY, AND COUNTERINTELLIGENCE

The Contractor shall establish and maintain a security plan, as required by DOE directives, and coordinate regularly with the INL contractor to ensure appropriate levels of protection against: unauthorized access; theft, diversion, or loss of custody of nuclear materials; espionage; loss or theft of classified information or Government property; and hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, and the environment. The initial security plan shall be submitted to the Contracting Officer for review and approval within 90 days of contract takeover.

The Contractor shall provide input, as needed, to the INL contractor for applicable elements of the Site Safeguards and Security Plan and participate in safeguards and security drills and exercises as required by DOE directives. The INL contractor is responsible for site-wide security. The AMWTP Contractor shall be responsible for security within the AMWTP facility.

The Contractor shall promptly prepare and submit applications for security clearances, for adjudication by DOE-ID, as required for work under this contract. The Contractor shall maintain the security-facilities infrastructure at AMWTP. The Contractor shall promptly adjust to the Security Condition determined by DOE. The Contractor shall provide a Cyber Security Program to maintain automated information systems, test systems and network interface; provide training; identify threats and vulnerabilities; assess risks to the systems; and oversee subcontractor computer security programs.

The Contractor shall develop and maintain a Nuclear Materials Control and Accountability Program, an Operations Security Program, a Classification Program, an Information Security Program, and a General Security Awareness Training Program as required by DOE directives.

C.16 TRANSITION FROM INCUMBENT (BBWI) CONTRACTOR

- (a) During the period of the transition, specified in clause F.3 entitled “Term of the Contract,” the Contractor shall perform those activities necessary to be prepared to assume responsibility for the contract work on the contract takeover date. The Contractor shall coordinate its activities with DOE and the incumbent contractor in order to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost and impact of this effort.

Contract transition shall include, but not be limited to:

- Accomplish workforce transition in accordance with clause H.19;
- Establish an employee benefits program;
- Acceptance of assigned agreements as required by clause H.11;
- Acceptance of the current approved program (equipment, procedures, and personnel, i.e., positions identified by CBFO as being necessary for a successful program) necessary to maintain a certified program to characterize, certify, and ship TRU waste to WIPP. The program cannot be changed until the Contractor has satisfactorily passed a CBFO surveillance, after which the program can be changed in accordance with program change control requirements;
- Negotiation of existing and new subcontracts necessary for full AMWTP operations at the end of the transition period;
- Negotiation of service agreements with the INL contractor (see Section C.13 and Section J, Attachment G);
- Transfer environmental permits in accordance with Section C.8; and
- Other activities necessary for full operations at the end of the transition period.

- (b) The Contractor shall submit an acceptable Transition Plan (limit of 20 pages) to the CO within 14 days after contract award detailing its approach to

accomplishing contract transition and any other activities the Contractor proposes to accomplish during the transition period. The plan shall include a schedule for transition period activities. Transition activities shall be conducted consistent with the Transition Plan as approved by the CO.

- (c) The Transition Plan shall describe how the Contractor will interface with the INL and/or ICP contractor(s) and other organizations and entities conducting business at the INL. At a minimum, the Contractor shall include an approach for:
- (1) Communicating with DOE, the incumbent contractor, and other Idaho contractors, organizations or entities;
 - (2) Assuming responsibility and accountability for existing contracts in accordance with Section H.11;
 - (3) Identifying key transition issues and milestones;
 - (4) Identifying and resolving disputes and barriers to a smooth transition;
 - (5) Minimizing impacts on continuity of operations;
 - (6) Identifying and prioritizing issues that will require immediate attention after transition is complete;
 - (7) Assessing resource needs, interviewing incumbent contractor workers and other candidates for job openings, and hiring;
 - (8) Negotiating arrangements for office space and equipment in existing Idaho Falls leased facilities with the INL contractor, if necessary; and
 - (9) Developing a formal interface agreement with the INL and/or ICP contractor(s) describing how mandatory and other site services will be managed.